

PTO/SB/82 (04-05)

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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/672,056
Filing Date	Sept. 25, 2003
First Named Inventor	Rajeshwar CHHIBBER et al.
Art Unit	2877
Examiner Name	Michael Patrick STAFIRA
Attorney Docket Number	2501082-991101

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

26379

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with  
Customer Number:

26379

OR

☐ Firm or  
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Allan Rosenzweig

Date

Telephone

510-659-1227

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.38. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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PTO/SB/96 (09-04)  
 Approved for use through 07/31/2008, OMB 0651-0031  
 U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE  
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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Twinstar Systems, Inc.Application No./Patent No.: 10/672,056 Filed/Issue Date: Sept. 25, 2003Entitled: High Dynamic Range Optical Inspection System and Method

Arist Instruments Inc.

a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

States that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
 The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Chhibber, R. & Willenborg, D. To: RCA Metrology, Inc.The document was recorded in the United States Patent and Trademark Office at Reel 014552, Frame 0026, or for which a copy thereof is attached.2. From: RCA Metrology, Inc. To: Twinstar Systems, Inc.The document was recorded in the United States Patent and Trademark Office at Reel 015363, Frame 0772, or for which a copy thereof is attached.3. From: Twinstar Systems, Inc. To: Arist Instruments Inc.

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.  
 [NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
 Signature

Allan Rosenzweig

Printed or Typed Name

President

Title

12/12/05  
 Date

510-659-1227

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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## **BILL OF SALE**

This Bill of Sale (this "Agreement") is made as of July 5, 2005 by and between TwinStar Systems, Inc. ("Seller"), Arist, Inc. ("Buyer") and David Willenborg, a former employee of Seller and a current affiliate of Buyer ("Willenborg").

1. **Sale of Assets.** Seller, for valuable consideration, including without limitation, a cash payment of \$25,000 (the "Purchase Price"), the receipt of which is hereby acknowledged, hereby sells, assigns, grants, and conveys to Buyer certain (i) patent assets listed on Schedule A hereto and (ii) hardware and equipment assets listed on Schedule B hereto (collectively, the "Assets").

2. **Condition and Transfer of Assets.** Buyer hereby acknowledges that the Assets are being sold on an "As Is, Where Is" basis, subject to no representations or warranties by Seller of any kind, whether express or implied. For avoidance of doubt, Buyer acknowledges and agrees that Buyer, not Seller, is responsible for any decontamination, removal, shipping, installation or other costs including, but not limited to, legal fees associated with Buyer's purchase, transportation or use of the Assets on and after the date hereof. Seller hereby disclaims, and Buyer hereby releases Seller from, any and all liability relating to Buyer's use or reliance upon the Assets after the date hereof. Buyer hereby acknowledges and agrees to remove the Assets from Seller's premises no later than July 13, 2005.

3. **General Release.**

(a) Subject to the terms and conditions herein, Willenborg for himself and his heirs, agents, assigns, executors, successors and each of them, unconditionally, irrevocably and absolutely releases and discharges each of Seller and Enterprise Partners V, L.P. and Enterprise Partners VI, L.P. (collectively, the "EPVC Funds") and any parent and subsidiary corporations, divisions, and affiliated corporations, partnerships or other affiliated entities of either Seller or the EPVC Funds, past and present, as well as their respective employees, officers, directors, agents, attorneys, successors and assigns (each, a "Releasee" and collectively, the "Releasees"), from all claims related in any way to the transactions or occurrences between them to date to the fullest extent permitted by law, including, but not limited to, Willenborg's employment with Seller and/or its subsidiaries and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Willenborg's employment or relationship generally with Seller and/or the EPVC Funds (other than and not including any claims arising under the terms of this Agreement). This release is intended to have the broadest possible application and includes all claims, including any and all tort, contract, common law, constitutional or other statutory claims, including, but not limited to, alleged violations of Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Americans with Disabilities Act, and the Age Discrimination in Employment Act of 1967, as amended ("ADEA") and all claims for attorneys' fees, costs and expenses.

(h) Willenborg declares and represents that he intends this Agreement to be complete and not subject to any claim of mistake, and that his release provided herein expresses a full and complete release and, regardless of the adequacy or inadequacy of the consideration, intends his release to be final and complete. Willenborg executes this Agreement with the full knowledge that his release provided herein covers all possible claims against the Releasees to the fullest extent permitted by law.

(c) Willenborg expressly acknowledges and agrees that all rights under section 1542 of the California Civil Code are expressly waived. That statute reads as follows:

A general release does not extend to claims which the creditor does not know of or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

4. Miscellaneous.

(a) This Agreement is executed and delivered in, and shall be construed and enforced in accordance with the domestic laws of the State of California, and shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Agreement.

(b) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(c) Seller, Buyer and Willenborg each acknowledges and agrees that the EPVC Funds are intended third party beneficiaries of Section 3 hereto.

(d) The terms of this Agreement may only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the parties hereto.

*Signature pages follow.*

FROM :ALLAN ROSENCHWIG/JOAN ROSS

FAX NO. :925-736-2361

Jul. 05 2005 05:16PM P2

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**"BUYER"****ARIST, INC.**By: 

ALLAN ROSENCHWIG

Title: PRESIDENT**"SELLER"****TWINSTAR SYSTEMS, INC.**

By: \_\_\_\_\_

Carl Eibl

Title: CEO/President**"WILLENBORG"**

David Willenborg

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**"BUYER"**

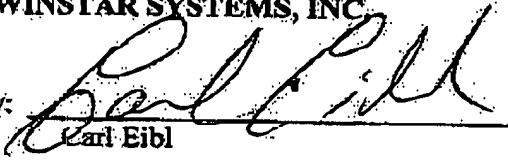
**ARIST, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"SELLER"**

**TWINSTAR SYSTEMS, INC.**

By:   
Carl Eibl

Title: CEO/President

**"WILLENBORG"**

\_\_\_\_\_  
David Willenborg

Schedule A

## Patent Assets

<u>Application/ Patent Number</u>  (Including Series Code and Serial Number)	<u>Title</u>	<u>Inventors</u>
20040207836 TWIN-P008	High dynamic range optical inspection system and method	Chhibber, Rajeshwar Willenborg, David
10/984,517 TWIN-P010	Method and Apparatus for Illuminating a Substrate During Inspection	Chhibber, Rajeshwar Willenborg, David
10/984,568 TWIN-P009	Method and Apparatus for Handling a Substrate	Chhibber, Rajeshwar Willenborg, David McKee, Chuck